

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION**

In re:)	Chapter 11
)	
SOUTHEASTERN PLATEWORKS, LLC)	Case No. 17-04113
)	
)	
Debtor.)	

**MOTION FOR INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL
AND APPROVAL OF ADEQUATE PROTECTION PAYMENTS**

COMES NOW, Southeastern Plateworks, LLC (“Debtor”), and hereby files this *Motion for Interim Order Authorizing Use of Cash Collateral and Approval of Adequate Protection Payments*, pursuant to 11 U.S.C. § 363(c), to use its cash collateral on an interim basis of 30 days, and make monthly adequate protection payments to Iberia Bank. In support thereof, Debtor states the following:

Introduction and Background

1. Debtor operates a steel fabrication and manufacturing business with two locations in the greater Birmingham area. Debtor filed the petition in the above captioned case on September 25, 2017, and seeks to continue its operations while it pursues reorganization.
2. As of the Petition Date, September 25, 2017, Debtor’s operating accounts with Iberia Bank (with account number ending in 9528), had a posted balance of \$ 188,153.64.
3. As of the Petition Date, Debtor has accounts receivable less than 90 days old with a face value of \$ 1,310,283.00, and accounts receivable more than 90 days old with a face value of \$ 164,595.00.

4. Debtor's cash and accounts receivable are subject to a security interest in favor of Iberia Bank, which are reflected in the UCC Financing Statements attached hereto as "Exhibit A". Iberia Bank's security interest secures a debt of approximately \$ 4.6 million. Debtor's real estate, equipment, and other property are also subject to mortgages and liens in favor of Iberia Bank.

5. There are other creditors, who have filed UCC financing statements, who may claim an interest in cash or receivables.

6. To the extent Debtor uses the cash or accounts receivable it possessed at the petition date, it is willing to grant replacement liens of equivalent value in newly acquired cash and receivables, or otherwise provide for adequate protection to the creditor with the senior security interest in those assets. Further, Debtor proposes to pay Iberia Bank adequate protection payments of \$19,000 per month, which is equivalent to the interest payments on its pre-petition debt to Iberia Bank.

Notice to Creditors and Opportunity to Object

7. As stated above, Iberia Bank appears to have the senior security interest in all of Debtor's pre-petition accounts and receivables. However, there are multiple creditors who may seek to assert an interest in Debtor's property. Therefore, Debtor proposes this Court enter an interim Order granting it authority to use the cash collateral described herein for a period of 30 days. After 30 days, Debtor proposes that the Interim Order become final unless an objection is filed.

Authority for Relief Requested

8. Debtor requires access to its cash and accounts receivable to satisfy payroll, pay suppliers, meet overhead, pay utility expenses, make adequate protection payments, pay

professionals as well as to make any other payments. The ability to satisfy these expenses as and when due is essential to the continued management, operation and preservation of the Debtor's business and property during the pendency of this proceedings and avoid immediate and irreparable harm to the estate. In the normal course of business, the Debtor uses cash on hand and cash flow from operations and other sources to fund working capital, capital expenditures and for maintenance of their business and properties. Absent access to cash and receivables, the Debtor will not have adequate unencumbered cash on hand to pay these necessary expenses, and therefore, the uninterrupted use of cash and receivables is critical.

9. Debtor's use of property of the estate, including "cash collateral" is governed by section 363 of the Bankruptcy Code. Pursuant to section 363(c)(2) of the Bankruptcy Code, a debtor may use cash collateral as long as "(A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section." 11 U.S.C. § 363(C)(2). Debtor is currently negotiating with Iberia Bank, to obtain its consent to the use of cash and receivable on the terms described herein. In exchange for the use of cash and receivables and other transactions contemplated hereby, Debtor proposes, as adequate protection pursuant to sections 361 and 363 of the Bankruptcy Code, to grant the Iberia Bank replacement liens on post-petition accounts receivable and cash to compensate it for any diminution in value of the pre-petition cash and accounts receivable. Debtor further proposes that the Iberia Bank be granted super-priority administrative expense claims pursuant to sections 503(b) and 507(a)(l) of the Bankruptcy Code.

10. Debtor submits that the foregoing protections as well as the fact that the use of cash will enable the Debtor to preserve value by maintaining its property and business and adequately protect Iberia Bank from any diminution in value. Hence, Debtor's requested use of

cash and receivables, and the protections afforded to Iberia Bank are reasonable and appropriate under the circumstances.

Modification of the Automatic Stay

11. Section 362 of the Bankruptcy Code provides for an automatic stay upon the filing of a bankruptcy petition. Debtor requests, as part an interim order granting this Motion, that the Stay be modified (to the extent applicable) to permit Debtor to (i) grant the security interests, liens and superpriority claims described above as well as to perform such acts as may be requested to assure the perfection and priority of such security interests and liens, and (ii) otherwise implement the terms of any cash collateral order.

WHEREFORE, premises considered, Debtor requests this Court authorize it to utilize its cash collateral and accounts receivable on an interim basis, for a period of 30 days pursuant to the terms proposed in this Motion. Debtor also seeks approval of monthly adequate protection payments to Iberia Bank in the amount of \$19,000. Further, Debtor seeks that the Interim Order become final, if no objections are filed, at the end of the 30 day period.

Respectfully submitted this the 26th day of September, 2017

By: /s/ Samuel C. Stephens 
Lee R. Benton (Bar No. AS-8421-E63L)
Samuel C. Stephens (Bar No. ASB 0400-X11T)
2019 Third Avenue North
Birmingham, Alabama 35203
Telephone: (205) 278-8000
Facsimile: (205) 278-8005
Email: lbenton@bcattys.com
sstephens@bcattys.com

CERTIFICATE OF SERVICE

I hereby certify that on the 26th day of September, 2017, I electronically filed the **MOTION FOR INTERIM ORDER AUTHORIZING USE OF CASH COLLATERAL AND APPROVAL OF ADEQUATE PROTECTION PAYMENTS** with the Clerk of the Court using the CM-ECF system, and served a copy of the above and foregoing upon the **Creditor Matrix (copy attached)** by via e-mail where indicated, and by depositing a copy of same in the United States mail, properly addressed and first-class postage prepaid.

Bankruptcy Administrator's Office
Room 132
Robert S. Vance Federal Building
1800 Fifth Avenue North
Birmingham, Alabama 35203

N. Christian Glenos, Esq.
Bradley, Arant, Boult & Cummings
One Federal Place
1819 5th Avenue North
Birmingham, Alabama 35203

/s/ Samuel C. Stephens
Of Counsel



Label Matrix for local noticing
1126-2
Case 17-04113-DSC11
NORTHERN DISTRICT OF ALABAMA
Birmingham
Tue Sep 26 10:21:29 CDT 2017

AAA Industrial Repair, LLC
P. O. Box 31
Odenville, AL 35120-0031

Southeastern Plateworks, LLC
4466 Pinson Valley Parkway
Birmingham, AL 35215-2940

ALACOMP
AlaComp, Dept B
P.O. Box 830520
Birmingham, AL 35283-0520

U. S. Bankruptcy Court
Robert S. Vance Federal Building
1800 5th Avenue North
Birmingham, AL 35203-2111

ARC Document Solutions, LLC
P.O. Box 935491
Atlanta, GA 31193-5491

ATS Specialized Inc.
NW 7130
P.O. Box 1450
Minneapolis, MN 55485-7130

Advantage Capital
909 Pydras Street #2230
New Orleans, LA 70112-4003

AirGas South
P.O. Box 532609
Atalanta, GA 30353-2609

Al's Repairs
P.O. Box 535
Pell City, AL 35125-0535

Alabama Graphics & Eng. Supply
2801 5th Avenue South
Birmingham, AL 35233-2819

Alabama Sling Center, Inc.
P.O. Box 637441
Cincinnati, OH 45263-7441

Allied Energy Comp., LLC
2057 Valleydale Road
Suite 100
Birmingham, AL 35244-2707

Applied Technical Services
1049 Triad Court
Marietta, GA 30062-2259

Argus Steel Products
P. O. Box 25133
Richmond, VA 23260-5133

Aveva, Inc.
10350 Richmond Avenue, Ste. 0
Houston, TX 77042-4269

Barfield Murphy Shank & Smith
P.O. Box 162074
Atlanta, GA 30321-2074

Birmingham District Tax Office
P O Box 13156
Birmingham, AL 35202-3156

Birmingham Fasteners, Inc.
Department #5564
P.O. Box 11407
Birmingham, AL 35246-5564

Black Hawk Inc
930 Blue Gentian Road Suite 400
Eagan, MN 55121-1675

Blue Cross Blue Shield Of Alabama
P.O. Box 360037
Birmingham, AL 35236-0037

Brannon Electrical Motor Co.
3022 6th Ave., South
Birmingham, AL 35233-3593

Bridgestone Hosepower LLC
DBA Hosepower USA
PO Box 861777
Orlando, FL 32886-1777

C&L Wood Products, Inc.
62 Walnut Road
Hartselle, AL 35640-5348

CSM Consulting, Inc.
15117 Laurel Cove Circle
Odessa, FL 33556-3121

Carboline
P.O. Box 931942
Cleveland, OH 44193-0004

Chapel Steel
P.O. Box 951928
Dallas, TX 75395-1928

Chatham Steel Corporation
P.O. Box 930362
Atlanta, GA 31193-0362

Chemtall US Inc.
22040 Network Place
Chicago, IL 60673-1220

Cincinnati Fastener
21 East 73rd Street
Cincinnati, OH 45216-2094

Cintas Corporation #0247
P.O. Box 631025
Cincinnati, OH 45263-1025

Dennis Swaney Steel Detailing
Services LLC
P.O. Box 948
Nash, TX 75569-0948

Department of Revenue
Jefferson County Courthouse
Birmingham, AL 35263

Double H Freight LLC
c/o ProBilling and Funding Service
PO BOX 2222
Decatur, AL 35609-2222

Dutch Lubricants, LLC
P.O. Box 2365
Columbus, MS 39704-2365

Eastern Industrial Supplies
P.O. Box 75106
Charlotte, NC 28275-0106

Emerson Fann
207 East Side Square
Huntsville, AL 35801-4802

F & S Equipment & Supplies
P.O. Box 2012
Birmingham, AL 35201-2012

FabenCo
2002 Karbach
Houston, TX 77092-8406

Feralloy Corporation
P.O. Box 100174
Atlanta, GA 30384-0174

Fire Safe
P.O. Box 857
Pinson, AL 35126-0857

GHX Industrial LLC
DBA Valley of Birmingham
Dept 207 PO Box 4346
Houston, TX 77210-4346

GWD Con-Serv Inc.
685 Aviation Blvd.
Georgetown, SC 29440-8717

General Counsel
State Department of
Industrial Relations
Montgomery, AL 36102

Gorrie-Regan
2927 Central Ave.
Birmingham, AL 35209-2567

Grainger
Dept 865291371
Palatine, IL 60038-0001

Harsco Industrial IKG
P.O. Box 532875
Atlanta, GA 30353-2875

Hassler Machine Company
3711 Industrial Parkway
Birmingham, AL 35217-5316

Heavy Maintenance Supply
1803 Fifth Avenue
Jasper, AL 35501-5335

Hornsby Steel, Inc.
57 Arena Drive
Cleveland, AL 35049-4036

(p) IBERIA BANK
PO BOX 52747
LAFAYETTE LA 70505-2749

(p) INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Internal Revenue Service
P. O. Box 7346
Philadelphia, PA 19101-7346

International Paint LLC
P.O. Box 847202
Dallas, TX 75284-7202

Jimenez Abel
c/o Frank G. Alfano, Esq.
2323 2nd Avenue North
Birmingham, AL 35203-3807

Johnson Manufacturing Co, Inc.
P.O. Box 96
Princeton, IA 52768-0096

Kennedy Galvanizing, Inc.
301 Industrial Blvd
Cullman, AL 35055

Klockner Metals Corp BIR
NC Receivables Corp
P.O. Box 200040
Dallas, TX 75320-0040

Kloeckner Metals Corp APP
NC Receivables Corp
PO Box 932090
Atlanta, GA 31193-2090

Layton Environmental Eng, LLC
1900 CrestWood BLVD
Suite 114
Birmingham, AL 35210-2056

Lift One LLC P.O. Box 602727 Charlotte, NC 28260-2727	Mayer Electric Company P.O. Box 896537 Charlotte, NC 28289-6537	McMaster-Carr P.O. Box 7690 Chicago, IL 60680-7690
Metalplate Galvanizing, L.P. P.O. Box 1463 Birmingham, AL 35201-1463	Mulvehill Service Company 2604 Decatur Highway Gardendale, AL 35071-2116	NDS P.O. Box 382693 Birmingham, AL 35238-2693
New Breed Products P.O. Box 1781 Bessemer, AL 35021-1781	NexAir LLC P.O. Box 125 Memphis, TN 38101-0125	O'Neal Steel, Inc. P.O. Box 934243 Atlanta, GA 31193-4243
Ohio Grating, Inc. 5299 Southway Street SW Canton, OH 44706-1992	P&R Metals, Inc. 4017 Richard Arrington Blvd N Birmingham, AL 35212-1101	PPG Architectural Finishes Inc PO Box 536864 Atlanta, GA 30353-6864
Paul Reaves 2816 Berkeley Drive Birmingham, AL 35242-4100	Phoenix Metals Company P.O. Box 932589 Atlanta, GA 31193-2589	Principal Financial Group PLIC-SBD Grand Island P.O. Box 10372 Des Moines, IA 50306-0372
RangeWay Carriers, LLC Corporate Billing Dept. 100 P.O. Box 830604 Birmingham, AL 35283-0604	Research Solutions P.O. Box 1667 Pelham, AL 35124-5667	Richardson Hardware Co., 1840 Pinson Street Tarrant, AL 35217-2418
Robert J Young Company, LLC MSC 7511 P.O. Box 415000 Nashville, TN 37241-7511	Rolled Alloys, Inc. Dept 33901 P.O. Box 67000 Detroit, MI 48267-0339	Saginaw Pipe Department 3316 P.O. Box 2153 Birmingham, AL 35287-3316
Secretary of the Treasury 1500 Pennsylvania Ave. NW Washington, DC 20220-0001	Shred-It USA Birmingham P.O. Box 13574 New York, NY 10087-3574	SouthEast Crane and Hoist P.O. Box 1207 Pell City, AL 35125-5207
Southern Bank 221 South 6th Street South Gadsden, AL 35901-4102	Southern Gas & Supply of Birmingham LLC 125 Thruway Park Broussard, LA 70518-3601	State Department of Revenue P O Box 1927 Pelham, AL 35124-5927
State of Alabama Dept. of Revenue P O Box 320001 Montgomery, AL 36132-0001	Stewart Supply Company Inc. 2068 Valleydale Terrace Birmingham, AL 35244-1726	The A588 & A572 Steel Company PO BOX 654013 Dallas, TX 75265-4013

The Stewart Organization, Inc.
P.O. Box 43427
Birmingham, AL 35243-0427

Tnemec Company, Inc.
P.O. Box 843797
Dallas, TX 75284-3797

Turner Supply Company
Dept. AT 952976
Atlanta, GA 31192-2976

US Securities and Exchange Commission
Atlanta Regional Office Suite 900
950 East Paces Ferry Road
Atlanta, GA 30326-1180

United Rentals, Inc.
P.O. Box 100711
Atlanta, GA 30384-0711

United States Attorney
Northern District of Alabama
1801 Fourth Avenue North
Birmingham, AL 35203-2101

Valmont Industries , Inc.
Birmingham Galvanizing
P. O . Box 101021
Atlanta, GA 30392-1021

Vision Service Plan
P.O. Box 742788
Los Angeles, CA 90074-2788

Vulcan Industrial Supply
2790 Pinson Valley Parkway
Birmingham, AL 35217-1841

W-T Machine & Welding
3801 Industrial Drive
Birmingham, AL 35217-1375

Warehouse Equipment and Supply
116 W. Park Drive
P.O. Box 19808
Birmingham, AL 35219-0808

Warren Averett Kimbrough & Marino LLC
2500 Action Road
Birmingham, AL 35243-4219

Weld Wire Company Inc
103 Queens Drive
P.O. Box 60340
King of Prussia, PA 19406-0340

WhiteFab, Inc.
P.O. Box 36967
Birmingham, AL 35236-6967

Wurth House of Threads, Inc.
144 Industrial Drive
Birmingham, AL 35211-4466

J. Thomas Corbett
Bankruptcy Administrator
1800 5th Avenue North
Birmingham, AL 35203-2111

Lee R. Benton
Benton & Centeno, LLP
2019 Third Avenue North
Birmingham, AL 35203-3301

Samuel Stephens
Benton & Centeno, LLP
2019 Third Avenue North
Birmingham, AL 35203-3301

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Iberia Bank
P.O. Box 12440
New Iberia, LA 70562

Internal Revenue Service
801 Tom Martin Dr.
Birmingham, AL 35211

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Employee Vacation Accrual

End of Label Matrix	
Mailable recipients	107
Bypassed recipients	1
Total	108

Exhibit A



Search Results

KIMBERLY KIRSCH
Bradley Arant Boult &
Cummings LLP
1819 5th Avenue N
Birmingham, AL 35203

Date: 04/15/2016
Order #: 53468086
Customer #: 505826
Reference 1: 0I4101-301014
Reference 2: --

Target Name: Southeastern Plateworks, LLC

Jurisdiction: Secretary of State, Delaware

Search Type: Federal Tax Lien **Searched Through: 03/31/2016**

Results: No Records Found /See Attached Certified Search

Searched: 10 Years

Search Type: UCC Lien **Searched Through: 03/31/2016**

Results: See Attached Certified Search with 28 Copies Attached

Searched: 5 Years

SARAH SCHMELZER
Columbus Team 4
4400 Easton Commons Way
Suite 125
Columbus, OH 43219
614-280-3549
Sarah.Schmelzer@wolterskluwer.com

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Delaware

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Page 1

CERTIFICATE

SEARCHED APRIL 14, 2016 AT 8:21 P.M.
FOR DEBTOR, SOUTHEASTERN PLATEWORKS, LLC

1 OF 7 FINANCING STATEMENT 20110003791

DEBTOR: EXPIRATION DATE: 01/03/2021
SOUTHEASTERN PLATEWORKS, LLC

4466 PINSON VALLEY PARKWAY ADDED 01-03-11
BIRMINGHAM, AL 35215

SECURED: IBERIABANK

2340 WOODCREST PLACE ADDED 01-03-11
BIRMINGHAM, AL 35209

FILING HISTORY

20110003791 FILED 01-03-11 AT 12:08 P.M. FINANCING STATEMENT
20153355699 FILED 08-03-15 AT 5:30 P.M. CONTINUATION

2 OF 7 FINANCING STATEMENT 20110004062

DEBTOR: EXPIRATION DATE: 01/03/2021
SOUTHEASTERN PLATEWORKS, LLC

4466 PINSON VALLEY PARKWAY ADDED 01-03-11

20162794608-UCC11
SR# 20162307590

You may verify this certificate online at corp.delaware.gov/authver.shtml



Justice W. Strickland, Secretary of State

Authentication: 202151503
Date: 04-14-16

Delaware

Page 2

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BIRMINGHAM, AL 35215

SECURED: IBERIABANK

2340 WOODCREST PLACE

ADDED 01-03-11

BIRMINGHAM, AL 35209

FILING HISTORY

20110004062 FILED 01-03-11 AT 12:15 P.M. FINANCING STATEMENT

20153355673 FILED 08-03-15 AT 5:30 P.M. CONTINUATION

3 OF 7

FINANCING STATEMENT

20133319010

EXPIRATION DATE: 08/23/2018

DEBTOR: SOUTHEASTERN PLATEWORKS, L.L.C.

4466 PINSON VALLEY PARKWAY

ADDED 08-23-13

BIRMINGHAM, AL 35801

SECURED: E. FANN REAL ESTATE, LLC

207 EAST SIDE SQUARE

ADDED 08-23-13

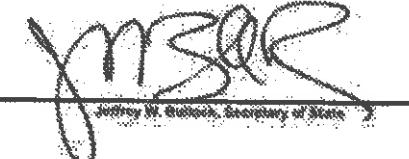
HUNTSVILLE, AL 35801

FILING HISTORY



20162794608-UCC11
SR# 20162307590

You may verify this certificate online at corp.delaware.gov/authver.shtml


Jeffrey W. Chidester, Secretary of State

Authentication: 202151503
Date: 04-14-16

Delaware

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Page 3

20133319010 FILED 08-23-13 AT 6:24 P.M. FINANCING STATEMENT

4 OF 7

FINANCING STATEMENT

20133319101

EXPIRATION DATE: 08/23/2018
DEBTOR: SOUTHEASTERN PLATEWORKS, L.L.C.

4466 PINSON VALLEY PARKWAY ADDED 08-23-13
BIRMINGHAM, AL 35215

SECURED: ADVANTAGE CAPITAL ALABAMA PARTNERS II, L.P.

207 EAST SIDE SQUARE ADDED 08-23-13
HUNTSVILLE, AL 35801

F I L I N G H I S T O R Y

20133319101 FILED 08-23-13 AT 6:28 P.M. FINANCING STATEMENT

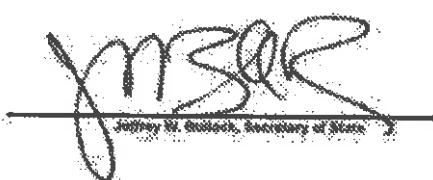
5 OF 7

FINANCING STATEMENT

20133319184

EXPIRATION DATE: 08/23/2018
DEBTOR: SOUTHEASTERN PLATEWORKS, L.L.C.

4466 PINSON VALLEY PARKWAY ADDED 08-23-13
BIRMINGHAM, AL 35215



John H. Douglas, Attorney General of Delaware



20162794608-UCC11
SR# 20162307590

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202151503
Date: 04-14-16

Delaware

Page 4

The First State

SECURED: REAVES, PAUL

2516 BERKELEY DRIVE

ADDED 08-23-13

BIRMINGHAM, AL 35242

F I L I N G H I S T O R Y

20133319184 FILED 08-23-13 AT 6:40 P.M. FINANCING STATEMENT

6 OF 7

FINANCING STATEMENT

20133319192

DEBTOR: EXPIRATION DATE: 08/23/2018
SOUTHEASTERN PLATEWORKS, L.L.C.

4466 PINSON VALLEY PARKWAY

ADDED 08-23-13

BIRMINGHAM, AL 35215

SECURED: THE SOUTHERN BANK COMPANY

221 SOUTH 6TH STREET

ADDED 08-23-13

GADSDEN, AL 35901

F I L I N G H I S T O R Y

20133319192 FILED 08-23-13 AT 6:45 P.M. FINANCING STATEMENT



20162794608-UCC11
SR# 20162307590

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "J.W. COLWELL", followed by a horizontal line and the official title "Jeffrey W. Colwell, Secretary of State".

Authentication: 202151503
Date: 04-14-16

Delaware

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Page 5

7 OF 7

FINANCING STATEMENT

20152753068

EXPIRATION DATE: 06/10/2020
DEBTOR: SOUTHEASTERN PLATEWORKS, LLC

4466 PINSON VALLEY PARKWAY ADDED 06-10-15

BIRMINGHAM, AL 35215

SECURED: JPMORGAN CHASE BANK, N.A.

420 WEST VAN BUREN STREET, ADDED 06-10-15

MAILCODE ILL-P001

CHICAGO, IL 60606-3534

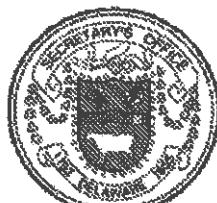
FILING HISTORY

20152753068 FILED 06-10-15 AT 10:00 A.M. FINANCING STATEMENT

20155588065 FILED 11-24-15 AT 1:24 P.M. AMENDMENT

END OF FILING HISTORY

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, SOUTHEASTERN PLATEWORKS, LLC AS OF MARCH 31, 2016 AT 11:59 P.M.



A handwritten signature in black ink that reads "JAMES B. SEAGER". Below the signature is a horizontal line with the text "DEPARTMENT OF STATE" and "State of Delaware, Secretary of State".

20162794608-UCC11
SR# 20162307590

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202151503
Date: 04-14-16

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	8008335778
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	

UCC DIRECT SERVICES
2727 ALLEN PARKWAY
SUITE 1000

HOUSTON TX 77019

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 12:08 PM 01/03/2011
INITIAL FILING # 2011 0003791

SRV: 110001639

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME SOUTHEASTERN PLATEWORKS, LLC			
---	--	--	--

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

1c. MAILING ADDRESS 4466 PINSON VALLEY PARKWAY	CITY BIRMINGHAM	STATE AL	POSTAL CODE 35215	COUNTRY US
---	--------------------	-------------	----------------------	---------------

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. LIABILITY COMPANY

DE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME			
-------------------------	--	--	--

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME IBERIABANK			
---------------------------------------	--	--	--

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

3c. MAILING ADDRESS 2340 WOODCREST PLACE	CITY BIRMINGHAM	STATE AL	POSTAL CODE 35209	COUNTRY US
---	--------------------	-------------	----------------------	---------------

4. This FINANCING STATEMENT covers the following collateral:

Collateral Description - please see attachment

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum	<input type="checkbox"/> If applicable	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] <input type="checkbox"/> optional	All Debtors	Debtor 1	Debtor 2
--	--	--	-------------	----------	----------

8. OPTIONAL FILER REFERENCE DATA

DZ-0-44044868

The following (hereinafter "Mortgaged Property"): a) The Land described on Exhibit A; b) All buildings, structures, equipment, fixtures, machinery, furniture, furnishings, and improvements of every nature whatsoever now or hereafter situated on the Land or used or intended to be used in connection with or with the operation of the Mortgaged Property; c) All easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, licenses, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining now or hereafter to the Mortgaged Property, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Debtor in and to the same; d) All now existing or hereafter made leases and agreements for use or occupancy of any portion of the Mortgaged Property (the "Leases"); e) All guaranties of the lessees' and any sublessees' performance under any of the Leases; f) All of the rents, income, receipts, revenues, issues and profits now due or which may become due arising or issuing from or out of the Leases or from or out of the Mortgaged Property, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any f) All of the rents, income, receipts, revenues, issues and profits now due or which may become due arising or issuing from or out of the Leases or from or out of the Mortgaged Property, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any subtenants or occupants of the Mortgaged Property; g) All awards hereafter made for any taking of or injury to said Mortgaged Property through eminent domain or otherwise, including awards or damages for change of grade, and also any return premiums or other payments upon any insurance, any dividend or other payment made hereafter to the Debtor in any court procedure involving the Mortgaged Property; and h) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described above, including, but not limited to, all insurance, contract and tort proceeds and claims.

EXHIBIT "A"

Fleming Road

A part of the Northwest quarter of the Northwest quarter of Section 27, Township 16 South, Range 2 West, being more particularly described as follows:

Begin at the Northwest corner of Section 27, Township 16 South, Range 2 West and run in an Easterly direction along the North line of said section a distance of 616.25 feet to a point on the centerline of a branch; thence 128 degrees 24 minutes to the right in a Southwesterly direction along the meander of said branch a distance of 42.77 feet to a point; thence 8 degrees 10 minutes to the left in a Southwesterly direction along the meander of said branch a distance of 260.15 feet to a point; thence 33 degrees 19 minutes to the left in a Southerly direction along the meander of said branch a distance of 100.41 feet to a point; thence 24 degrees 41 minutes to the right in a Southwesterly direction along the meander of said branch a distance of 166.63 feet to a point; thence 15 degrees 20 minutes to the left in a Southwesterly direction along the meander of said branch a distance of 191.83 feet to a point; thence 11 degrees 21 minutes 30 seconds to the left in a Southerly direction along the meander of said branch a distance of 167.87 feet to a point; thence 22 degrees 14 minutes 30 seconds to the left in a Southeasterly direction along the meander of said branch a distance of 146.82 feet to a point; thence 14 degrees 55 minutes 30 seconds to the right in a Southeasterly direction along the meander of said branch a distance of 70.44 feet to a point; thence 30 degrees 38 minutes 19 seconds to the left in a Southeasterly direction along the meander of said branch a distance of 167.14 feet; thence turn an angle to the right of 0 degrees 09 minutes 08 seconds and run in a Southeasterly direction for a distance of 74.87 feet to an existing iron pin; thence turn an angle to the right of 54 degrees 23 minutes 30 seconds and run in a Southwesterly direction along the meander of said branch for a distance of 76.51 feet to a point; thence 78 degrees 34 minutes 53 seconds to the right in a Westerly direction a distance of 577.90 feet to a point on the West line of said Section 27; thence 87 degrees 42 minutes 18 seconds to the right in a Northerly direction along said West line of said section, a distance of 1,322.76 feet to the point of beginning.

Pinson Valley Parkway

Parcel IV:

Part of the South $\frac{1}{2}$ of Section 11, Township 16 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows:

From the Southeast corner of said Section 11, run in Westerly direction along the South line of said Section 11 for a distance of 4,287.62 feet, more or less, to a point on the

Southeast right of way line of Birmingham Mineral Railroad; thence turn an angle to the right of 120 degrees 49' and run in a Northeasterly direction along said Southeast right of way line of Birmingham Mineral Railroad for a distance of 1,700.48 feet, more or less, to an existing iron pin being the point of beginning; thence continue in a Northeasterly direction along said Southeast right of way line for a distance of 200.0 feet to an existing iron pin; thence turn an angle to the right of 92 degrees 15' 26" and run in a Southeasterly direction for a distance of 573.02 feet to an existing 3 inch iron pipe; thence turn an angle to the left of 27 degrees 43' 35" and run in an Easterly direction for a distance of 130.29 feet to an existing iron pin; thence turn an angle to the right of 27 degrees 35' 37" and run in a Southeasterly direction for a distance of 705.14 feet to an existing iron pin, being on the Northwest right of way line of Alabama highway # 79; thence turn an angle to the right of 95 degrees 11' 37" and run in a Southwesterly direction along said Northwest right of way line for a distance of 200.0 feet; thence turn an angle to the right of 82 degrees 18' 27" and run in a Northwesterly direction for a distance of 1,369.41 feet, more or less, to the point of beginning.

Parcel V:

A tract of land situated in Section 11, Township 16 South, Range 2 West, in Jefferson County, Alabama, and being more particularly described as follows:

From the intersection of the South line of Section 11, Township 16 South, Range 2 West, with the Southeast right of way line of the Birmingham Mineral Railroad, run Northeasterly along said right of way line 2210.61 feet; thence turn 88 degrees 28' right and run 524.24 feet; thence turn 83 degrees 0' right and run 352.56 feet; thence turn 107 degrees 57' left and run 132.09 feet to the point of beginning; thence turn 17 degrees 24' left and run 99.06 feet; thence turn 54 degrees 09' left and run 212.9 feet; thence turn 96 degrees 30' right and run 690 feet, more or less, to the Northwest right of way line of the new Tarrant Pinson Road; thence turn right and run Southwesterly along said right of way for a distance of 324 feet, more or less, to the Northeast corner of tract conveyed to Arthur L. Best and Raymond L. Best by deed recorded in Volume 5420, page 188, in the Office of the Judge of Probate of Jefferson County, Alabama; thence turn 87 degrees right and along the North line of said Best tract run 704.0 feet, more or less, to the point of beginning. Situated in Jefferson County, Alabama

PARCELS IV and V above are also described on a combined basis as:

Part of the South half of Section 11, Township 16 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: From the Southeast corner of said Section 11, run in a westerly direction along the South line of said Section 11 for a distance of 4,287.62 feet, more or less, to a point on the southeast right of way line of Birmingham Mineral Railroad; thence turn 120 degrees 49' and run in a

northeasterly direction along said Southeast right of way line of Birmingham Mineral Railroad for a distance of 1,700.48 feet, more or less, to an existing iron pin, being the point of beginning; thence continue in a northeasterly direction along said Southeast right of way line a distance of 200.02 feet to an existing iron pin; thence turn an angle to the right of 92 degrees 14' 27" and run in a southeasterly direction for a distance of 572.96 feet to an existing 3 inch iron pipe; thence turn an angle to the left of 27 degrees 43' 12" and run in an easterly direction for a distance of 132.09 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 17 degrees 24' and run in an easterly direction for a distance of 99.06 feet to an existing iron rebar set by Laurence D. Weygand; thence turn an angle to the left of 55 degrees 37' 53" and run in a northeasterly direction for a distance of 217.36 feet to an existing 3' capped iron pipe being on the Southwest right of way line of Kent Road; thence turn an angle to the right of 97 degrees 14' 10" and run in a Southeasterly direction along the Southwest right of way line of Kent Road for a distance of 703.91 feet to an existing iron rebar set by Laurence D. Weygand and being on the Northwest right of way line of Alabama Highway No. 79; thence turn an angle to the right of 98 degrees 38' 41" and run in a southwesterly direction along the northwest right of way line of said Alabama Highway No. 79 for a distance of 527.76 feet to an existing iron rebar; thence turn an angle to the right of 82 degrees 14' 55" and run in a Northwesterly direction for a distance of 1368.24 feet, more or less, to the point of beginning.

SUBJECT TO:

- i) taxes for the year 2011 a lien but not yet payable;
- ii) Drainage Easement and Right-of-way granted Jefferson County, Alabama recorded in Real Volume 423, page 15, and in Real Volume 500, page 125, as recorded in the Office of the Judge of Probate of Jefferson County, Alabama (Fleming Road Property);
- iii) Riparian and other rights created by the fact that subject property lies adjacent to or is bounded by branch (Fleming Road Property);
- iv) Right-of-way granted Alabama Power Company recorded in Volume 3596, page 80, in the Office of the Judge of Probate of Jefferson County, Alabama (Fleming Road Property);
- v) Title to that portion of the property lying within the bounds of any roads or highways (Fleming Road Property);
- vi) right of way granted to Alabama Power Company recorded in Volume 5444, page 286, Real 3620, page 137, Volume 5514, page 99 and Real 132, page 190 (Pinson Valley Property);
- vii) title to all minerals within and underlying the premises together with all mining rights and other rights, privileges and immunities relating thereto as recorded in Real 2743, page 145 (Pinson Valley Property);
- viii) right of way granted to Jefferson County recorded in Real 979, page 935 (Pinson Valley Property);
- ix) 16 foot easement for public utilities as reserved by instrument recorded in Volume 6877, page 619; and
- x) Graveyard as described in deed in Volume 52, page 511 (Pinson Valley Property); and
- xi) coal, oil, gas and other mineral and mining rights not owned by Mortgagor.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Gisella Melendez	6008335776
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<p>UCC DIRECT SERVICES 2727 ALLEN PARKWAY SUITE 1000 HOUSTON TX 77019</p>	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:30 PM 08/03/2015
INITIAL FILING # 2011 0003791
AMENDMENT # 2015 3355699
SRV: 151127241

1a. INITIAL FINANCING STATEMENT FILE # 2011 0003791	1b. This FINANCING STATEMENT AMENDMENT is <input type="checkbox"/> to be filed (or record) (or recorded) in the REAL ESTATE RECORDS.	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.		
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.		
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.		
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.		
<input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.	<input type="checkbox"/> DELETE name: Give record name <input type="checkbox"/> to be deleted in item 6a or 6b.	<input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7d; also complete items 7d-7g (if applicable).
6. CURRENT RECORD INFORMATION:		
6a. ORGANIZATION'S NAME		
OR 6b. INDIVIDUAL'S LAST NAME <input type="checkbox"/> FIRST NAME <input type="checkbox"/> MIDDLE NAME <input type="checkbox"/> SUFFIX		
7. CHANGED (NEW) OR ADDED INFORMATION:		
7a. ORGANIZATION'S NAME		
OR 7b. INDIVIDUAL'S LAST NAME <input type="checkbox"/> FIRST NAME <input type="checkbox"/> MIDDLE NAME <input type="checkbox"/> SUFFIX		
7c. MAILING ADDRESS <input type="checkbox"/> CITY <input type="checkbox"/> STATE <input type="checkbox"/> POSTAL CODE <input type="checkbox"/> COUNTRY		
7e. TYPE OF ORGANIZATION <input type="checkbox"/> 7f. JURISDICTION OF ORGANIZATION		
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.		
9. NAME of SECURED PARTY or RECORD AUTHORIZING THIS AMENDMENT TIBERIA BANK		
10. OPTIONAL FILER REFERENCE DATA DE-0-49178093-50293044		

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
8008335778	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
UCC DIRECT SERVICES 2727 ALLEN PARKWAY SUITE 1000 HOUSTON TX 77019	

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 12:15 PM 01/03/2011
 INITIAL FILING # 2011 0004062

SRV: 110001702

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME SOUTHEASTERN PLATEWORKS, INC				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 4466 PINSON VALLEY PARKWAY CITY: BIRMINGHAM STATE: AL POSTAL CODE: 35215 COUNTRY: US				
	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		
	LTD LIABILITY COMPANY	DE		
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS CITY: BIRMINGHAM STATE: AL POSTAL CODE: 35215 COUNTRY: US				
	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME IBERIABANK				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS CITY: BIRMINGHAM STATE: AL POSTAL CODE: 35209 COUNTRY: US				

4. This FINANCING STATEMENT covers the following collateral:

All now owned or hereafter acquired Contract rights, accounts, notes, bills, acceptances, chattel paper, instruments, proceeds, tax refunds, money on deposit, inventory, goods, wares, equipment, parts, merchandise, supplies, materials, trademarks, service marks, goodwill, copyrights, trade secrets, licenses, patent rights, software, intangible rights, general intangibles, equipment, machinery, furniture, furnishings, fixtures, shelving, office equipment, office supplies, and motor vehicles together with all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith. All proceeds of the goods and intangibles described above. All of books and records relating to the goods and intangibles described above.

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] (optional)	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
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8. OPTIONAL FILER REFERENCE DATA

DE-0-44044754

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
Gisella Melendez	8008335776
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<p>UCC DIRECT SERVICES 2727 ALLEN PARKWAY SUITE 1000 HOUSTON TX 77019</p>	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:30 PM 08/03/2015
INITIAL FILING # 2011 0004062
AMENDMENT # 2015 3355673
SRV: 151127239

1a. INITIAL FINANCING STATEMENT FILED # 2011 0004062	
1b. This FINANCING STATEMENT AMENDMENT is <input type="checkbox"/> to be filed [or record] (or recorded) in the REAL ESTATE RECORDS.	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.	
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.	
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.	
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.	
<input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).	
6. CURRENT RECORD INFORMATION:	
6a. ORGANIZATION'S NAME	
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX	
7. CHANGED (NEW) OR ADDED INFORMATION:	
7a. ORGANIZATION'S NAME	
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX	
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY	
7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION	
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.	
9. NAME of SECURED PARTY or RECORD AUTHORIZING THIS AMENDMENT INTERABANK	
10. OPTIONAL FILER REFERENCE DATA DE-0-49178080-50293043	

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Jeannie Bryant

2565510171

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

MAYNARD, COOPER & GALE, P.C.

655 GALLATIN STREET

HUNTSVILLE AL 35801

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:24 PM 08/23/2013
INITIAL FILING # 2013 3319010

SRV: 131022222

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

SOUTHEASTERN PLATEWORKS, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

4466 PINSON VALLEY PARKWAY

CITY

BIRMINGHAM

STATE

AL

POSTAL CODE

35801

COUNTRY

US

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. LIABILITY COMPANY

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

E. FANN REAL ESTATE, LLC

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

AL

POSTAL CODE

35801

COUNTRY

US

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

E. FANN REAL ESTATE, LLC

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

AL

POSTAL CODE

35801

COUNTRY

US

4. This FINANCING STATEMENT covers the following collateral:

Collateral Description - please see attachment

6. This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]

All Debtors

Debtor 1

Debtor 2

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT A

All of the Debtor's right, title and interest in, to and under the following property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property"):

- (a) all Equipment, Fixtures, Inventory and other Tangible Property of Debtor, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;
- (b) all Accounts, Contracts and General Intangibles of Debtor;
- (c) all of Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (d) all moneys of Debtor, all Deposit Accounts of Debtor in which such moneys may at any time be on deposit or held, all investments or securities of Debtor in which such moneys may at any time be invested and all certificates, instruments and documents of Debtor from time to time representing or evidencing any such moneys;
- (e) all Investment Property of Debtor;
- (f) any other property of Debtor now or hereafter held by Investors or by others for Investors' account;
- (g) all rights, interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing granting clauses, whether the product of sale, lease, license, exchange or other disposition of the Property, paid or accruing before or after the filing of any petition by or against Debtor under the United States Bankruptcy Code, and all instruments delivered to Investors in substitution for or in addition to any such property;
- (h) all "supporting obligations" as defined in Article 9A of the UCC; and
- (i) all books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described in the foregoing granting clauses.

The capitalized terms used herein shall have the following meanings:

"Accounts" means any and all rights of Debtor to the payment of money, whether or not evidenced by an instrument or chattel paper (tangible or electronic) or letter-of-credit and whether or not earned by performance, including a right to payment for goods sold, leased, or licensed or for services rendered by Debtor and a right to any amount payable under a Contract or a monetary obligation, and all "accounts" as defined in Article 9A of the UCC.

"Contracts" means all Leases, licenses, requisitions, purchase orders, documents, instruments, letters-of-credit, and chattel paper (tangible or electronic) of Debtor, including any of the same that relate to

Southeastern Plateworks, L.L.C. – Debtor
E. FANN REAL ESTATE, LLC – Secured Party

any Equipment, Fixtures, Inventory, General Intangibles or other Property described herein, or secure any Accounts, or in connection with which Accounts exist or may be created.

"Deposit Accounts" means all bank accounts and other deposit accounts and lock boxes of Debtor and all "deposit accounts" as defined in Article 9A of the UCC.

"Equipment" means all of Debtor's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements, all other goods (including embedded software to the extent provided for in Article 9A of the UCC) of every kind and nature (other than Inventory and Fixtures).

"Fixtures" means all goods that become so related to particular real estate that an interest in them arises under real estate law.

"General Intangibles" means all choses in action, things in action, causes of action and other assignable intangible property of Debtor of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, intellectual property, good will, inventions, designs, patents (issued and pending), patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, payment intangibles (to the extent not included in Accounts), permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter-of-credit or other security held by or granted to Debtor to secure payment of Accounts and Contracts and all "general intangibles" as defined in Article 9A of the UCC.

"Inventory" means all goods, merchandise and other personal property held by Debtor for sale or lease or license or furnished or to be furnished by Debtor under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in Debtor's present or any future business, and all such property returned to or repossessed or stopped in transit by Debtor, whether in transit or in the constructive, actual or exclusive possession of Debtor or of Secured Party or held by Debtor or any other person for Secured Party's account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of Debtor or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties, and all "inventory" as defined in Article 9A of the UCC.

"Investment Property" means all of Debtor's certificated and uncertificated securities, securities accounts and security entitlements, commodity accounts and commodity contracts, and all "investment property" as defined in Article 8 and 9A of the UCC.

"Leases" means (i) all leases and use agreements of personal property entered into by Debtor as lessor with other persons as lessees, and all rights of Debtor under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against Debtor under the United States Bankruptcy Code; and (ii) all leases and use agreements of

(H0130649.1)

Southeastern Plateworks, L.L.C. – Debtor
E. FANN REAL ESTATE, LLC – Secured Party

personal property entered into by Debtor as lessee with other persons as lessor, and all rights, titles and interests of Debtor thereunder, including the leasehold interest of Debtor in such property and all options to purchase such property or to extend any such lease or agreement.

"Tangible Property" means all Equipment, Fixtures, Inventory, and other tangible personal property of Debtor.

{H0130649.1}

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Jeannie Bryant	2565510171
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	

MAYNARD, COOPER & GALE, P.C.
655 GALLATIN STREET

HUNTSVILLE AL 35801

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:28 PM 08/23/2013
INITIAL FILING # 2013 3319101

SRV: 131022235

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
SOUTHEASTERN PLATEWORKS, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 4466 PINSON VALLEY PARKWAY	CITY BIRMINGHAM	STATE AL	POSTAL CODE 35215
	1e. TYPE OF ORGANIZATION LLC LIABILITY COMPANY	1f. JURISDICTION OF ORGANIZATION	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 207 EAST SIDE SQUARE	CITY HUNTSVILLE	STATE AL	POSTAL CODE 35801

4. This FINANCING STATEMENT covers the following collateral:

Collateral Description - please see attachment

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]	<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
---	---	--------------------------------------	-----------------------------------	-----------------------------------

8. OPTIONAL FILER REFERENCE DATA

15789-3

EXHIBIT A

All of the Debtor's right, title and interest in, to and under the following property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property"):

- (a) all Equipment, Fixtures, Inventory and other Tangible Property of Debtor, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;
- (b) all Accounts, Contracts and General Intangibles of Debtor;
- (c) all of Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (d) all moneys of Debtor, all Deposit Accounts of Debtor in which such moneys may at any time be on deposit or held, all investments or securities of Debtor in which such moneys may at any time be invested and all certificates, instruments and documents of Debtor from time to time representing or evidencing any such moneys;
- (e) all Investment Property of Debtor;
- (f) any other property of Debtor now or hereafter held by Investors or by others for Investors' account;
- (g) all rights, interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing granting clauses, whether the product of sale, lease, license, exchange or other disposition of the Property, paid or accruing before or after the filing of any petition by or against Debtor under the United States Bankruptcy Code, and all instruments delivered to Investors in substitution for or in addition to any such property;
- (h) all "supporting obligations" as defined in Article 9A of the UCC; and
- (i) all books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described in the foregoing granting clauses.

The capitalized terms used herein shall have the following meanings:

"Accounts" means any and all rights of Debtor to the payment of money, whether or not evidenced by an instrument or chattel paper (tangible or electronic) or letter-of-credit and whether or not earned by performance, including a right to payment for goods sold, leased, or licensed or for services rendered by Debtor and a right to any amount payable under a Contract or a monetary obligation, and all "accounts" as defined in Article 9A of the UCC.

"Contracts" means all Leases, licenses, requisitions, purchase orders, documents, instruments, letters-of-credit, and chattel paper (tangible or electronic) of Debtor, including any of the same that relate to

Southeastern Plateworks, L.L.C. – Debtor

ADVANTAGE CAPITAL ALABAMA PARTNERS II, L.P. – Secured Party

any Equipment, Fixtures, Inventory, General Intangibles or other Property described herein, or secure any Accounts, or in connection with which Accounts exist or may be created.

“Deposit Accounts” means all bank accounts and other deposit accounts and lock boxes of Debtor and all “deposit accounts” as defined in Article 9A of the UCC.

“Equipment” means all of Debtor’s equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements, all other goods (including embedded software to the extent provided for in Article 9A of the UCC) of every kind and nature (other than Inventory and Fixtures).

“Fixtures” means all goods that become so related to particular real estate that an interest in them arises under real estate law.

“General Intangibles” means all choses in action, things in action, causes of action and other assignable intangible property of Debtor of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, intellectual property, good will, inventions, designs, patents (issued and pending), patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, payment intangibles (to the extent not included in Accounts), permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter-of-credit or other security held by or granted to Debtor to secure payment of Accounts and Contracts and all “general intangibles” as defined in Article 9A of the UCC.

“Inventory” means all goods, merchandise and other personal property held by Debtor for sale or lease or license or furnished or to be furnished by Debtor under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in Debtor’s present or any future business, and all such property returned to or repossessed or stopped in transit by Debtor, whether in transit or in the constructive, actual or exclusive possession of Debtor or of Secured Party or held by Debtor or any other person for Secured Party’s account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of Debtor or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties, and all “inventory” as defined in Article 9A of the UCC.

“Investment Property” means all of Debtor’s certificated and uncertificated securities, securities accounts and security entitlements, commodity accounts and commodity contracts, and all “investment property” as defined in Article 8 and 9A of the UCC.

“Leases” means (i) all leases and use agreements of personal property entered into by Debtor as lessor with other persons as lessees, and all rights of Debtor under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against Debtor under the United States Bankruptcy Code; and (ii) all leases and use agreements of

(H0130649.1)

Southeastern Plateworks, L.L.C. – Debtor
ADVANTAGE CAPITAL ALABAMA PARTNERS II, L.P. – Secured Party

personal property entered into by Debtor as lessee with other persons as lessor, and all rights, titles and interests of Debtor thereunder, including the leasehold interest of Debtor in such property and all options to purchase such property or to extend any such lease or agreement.

"Tangible Property" means all Equipment, Fixtures, Inventory, and other tangible personal property of Debtor.

{10130649.1}

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Jeannie Bryant

2565510171

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

MAYNARD, COOPER & GALE, P.C.

655 GALLATIN STREET

HUNTSVILLE AL 35801

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:40 PM 08/23/2013
INITIAL FILING # 2013 3319184

SRV: 131022261

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

SOUTHEASTERN PLATEWORKS, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

4466 PINSON VALLEY PARKWAY

CITY

BIRMINGHAM

STATE

POSTAL CODE

COUNTRY
US

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

LTD LIABILITY COMPANY

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME

REAVES

FIRST NAME

PAUL

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2516 BERKELEY DRIVE

BIRMINGHAM

AL

35242

US

4. This FINANCING STATEMENT covers the following collateral:

Collateral Description - please see attachment

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum <small>(if applicable)</small>	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <small>(optional)</small>	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA				

15789-3

EXHIBIT A

All of the Debtor's right, title and interest in, to and under the following property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property"):

- (a) all Equipment, Fixtures, Inventory and other Tangible Property of Debtor, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;
- (b) all Accounts, Contracts and General Intangibles of Debtor;
- (c) all of Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (d) all moneys of Debtor, all Deposit Accounts of Debtor in which such moneys may at any time be on deposit or held, all investments or securities of Debtor in which such moneys may at any time be invested and all certificates, instruments and documents of Debtor from time to time representing or evidencing any such moneys;
- (e) all Investment Property of Debtor;
- (f) any other property of Debtor now or hereafter held by Investors or by others for Investors' account;
- (g) all rights, interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing granting clauses, whether the product of sale, lease, license, exchange or other disposition of the Property, paid or accruing before or after the filing of any petition by or against Debtor under the United States Bankruptcy Code, and all instruments delivered to Investors in substitution for or in addition to any such property;
- (h) all "supporting obligations" as defined in Article 9A of the UCC; and
- (i) all books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described in the foregoing granting clauses.

The capitalized terms used herein shall have the following meanings:

"Accounts" means any and all rights of Debtor to the payment of money, whether or not evidenced by an instrument or chattel paper (tangible or electronic) or letter-of-credit and whether or not earned by performance, including a right to payment for goods sold, leased, or licensed or for services rendered by Debtor and a right to any amount payable under a Contract or a monetary obligation, and all "accounts" as defined in Article 9A of the UCC.

"Contracts" means all Leases, licenses, requisitions, purchase orders, documents, instruments, letters-of-credit, and chattel paper (tangible or electronic) of Debtor, including any of the same that relate to

Southeastern Plateworks, L.L.C. – Debtor
PAUL REAVES – Secured Party

any Equipment, Fixtures, Inventory, General Intangibles or other Property described herein, or secure any Accounts, or in connection with which Accounts exist or may be created.

"Deposit Accounts" means all bank accounts and other deposit accounts and lock boxes of Debtor and all "deposit accounts" as defined in Article 9A of the UCC.

"Equipment" means all of Debtor's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements, all other goods (including embedded software to the extent provided for in Article 9A of the UCC) of every kind and nature (other than Inventory and Fixtures).

"Fixtures" means all goods that become so related to particular real estate that an interest in them arises under real estate law.

"General Intangibles" means all choses in action, things in action, causes of action and other assignable intangible property of Debtor of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, intellectual property, good will, inventions, designs, patents (issued and pending), patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, payment intangibles (to the extent not included in Accounts), permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter-of-credit or other security held by or granted to Debtor to secure payment of Accounts and Contracts and all "general intangibles" as defined in Article 9A of the UCC.

"Inventory" means all goods, merchandise and other personal property held by Debtor for sale or lease or license or furnished or to be furnished by Debtor under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in Debtor's present or any future business, and all such property returned to or repossessed or stopped in transit by Debtor, whether in transit or in the constructive, actual or exclusive possession of Debtor or of Secured Party or held by Debtor or any other person for Secured Party's account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of Debtor or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties, and all "inventory" as defined in Article 9A of the UCC.

"Investment Property" means all of Debtor's certificated and uncertificated securities, securities accounts and security entitlements, commodity accounts and commodity contracts, and all "investment property" as defined in Article 8 and 9A of the UCC.

"Leases" means (i) all leases and use agreements of personal property entered into by Debtor as lessor with other persons as lessees, and all rights of Debtor under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against Debtor under the United States Bankruptcy Code; and (ii) all leases and use agreements of

{10130649.1}

Southeastern Plateworks, L.L.C. – Debtor
PAUL REAVES – Secured Party

personal property entered into by Debtor as lessee with other persons as lessor, and all rights, titles and interests of Debtor thereunder, including the leasehold interest of Debtor in such property and all options to purchase such property or to extend any such lease or agreement.

"Tangible Property" means all Equipment, Fixtures, Inventory, and other tangible personal property of Debtor.

{H0130649.1}

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Jeannie Bryant

2565510171

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

MAYNARD, COOPER & GALE, P.C.

655 GALLATIN STREET

HUNTSVILLE AL 35801

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:45 PM 08/23/2013
INITIAL FILING # 2013 3319192

SRV: 131022268

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

SOUTHEASTERN PLATEWORKS, L.L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

4466 PINSON VALLEY PARKWAY

CITY

BIRMINGHAM

STATE

POSTAL CODE

35215

COUNTRY
US

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

IND LIABILITY COMPANY

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

THE SOUTHERN BANK COMPANY

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

221 SOUTH 6TH STREET

CITY

GADSDEN

STATE

POSTAL CODE

35901

COUNTRY
US

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

THE SOUTHERN BANK COMPANY

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

221 SOUTH 6TH STREET

CITY

GADSDEN

STATE

POSTAL CODE

35901

COUNTRY
US

4. This FINANCING STATEMENT covers the following collateral:

Collateral Description - please see attachment

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) <input type="checkbox"/> ADDITIONAL FEE	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA				

15789-3

Southeastern Plateworks, L.L.C. -- Debtor
THE SOUTHERN BANK COMPANY – Secured Party

EXHIBIT A

All of the Debtor's right, title and interest in, to and under the following property, whether now owned or hereafter acquired by the Debtor, and whether now existing or hereafter incurred, created, arising or entered into (collectively, the "Property"):

- (a) all Equipment, Fixtures, Inventory and other Tangible Property of Debtor, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof;
- (b) all Accounts, Contracts and General Intangibles of Debtor;
- (c) all of Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (d) all moneys of Debtor, all Deposit Accounts of Debtor in which such moneys may at any time be on deposit or held, all investments or securities of Debtor in which such moneys may at any time be invested and all certificates, instruments and documents of Debtor from time to time representing or evidencing any such moneys;
- (e) all Investment Property of Debtor;
- (f) any other property of Debtor now or hereafter held by Investors or by others for Investors' account;
- (g) all rights, interest, dividends, proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing granting clauses, whether the product of sale, lease, license, exchange or other disposition of the Property, paid or accruing before or after the filing of any petition by or against Debtor under the United States Bankruptcy Code, and all instruments delivered to Investors in substitution for or in addition to any such property;
- (h) all "supporting obligations" as defined in Article 9A of the UCC; and
- (i) all books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described in the foregoing granting clauses.

The capitalized terms used herein shall have the following meanings:

"Accounts" means any and all rights of Debtor to the payment of money, whether or not evidenced by an instrument or chattel paper (tangible or electronic) or letter-of-credit and whether or not earned by performance, including a right to payment for goods sold, leased, or licensed or for services rendered by Debtor and a right to any amount payable under a Contract or a monetary obligation, and all "accounts" as defined in Article 9A of the UCC.

"Contracts" means all Leases, licenses, requisitions, purchase orders, documents, instruments, letters-of-credit, and chattel paper (tangible or electronic) of Debtor, including any of the same that relate to

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Southeastern Plateworks, LLC. – Debtor
THE SOUTHERN BANK COMPANY – Secured Party

any Equipment, Fixtures, Inventory, General Intangibles or other Property described herein, or secure any Accounts, or in connection with which Accounts exist or may be created.

“Deposit Accounts” means all bank accounts and other deposit accounts and lock boxes of Debtor and all “deposit accounts” as defined in Article 9A of the UCC.

“Equipment” means all of Debtor’s equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements, all other goods (including embedded software to the extent provided for in Article 9A of the UCC) of every kind and nature (other than Inventory and Fixtures).

“Fixtures” means all goods that become so related to particular real estate that an interest in them arises under real estate law.

“General Intangibles” means all choses in action, things in action, causes of action and other assignable intangible property of Debtor of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, intellectual property, good will, inventions, designs, patents (issued and pending), patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, payment intangibles (to the extent not included in Accounts), permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter-of-credit or other security held by or granted to Debtor to secure payment of Accounts and Contracts and all “general intangibles” as defined in Article 9A of the UCC.

“Inventory” means all goods, merchandise and other personal property held by Debtor for sale or lease or license or furnished or to be furnished by Debtor under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in Debtor’s present or any future business, and all such property returned to or repossessed or stopped in transit by Debtor, whether in transit or in the constructive, actual or exclusive possession of Debtor or of Secured Party or held by Debtor or any other person for Secured Party’s account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of Debtor or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties, and all “inventory” as defined in Article 9A of the UCC.

“Investment Property” means all of Debtor’s certificated and uncertificated securities, securities accounts and security entitlements, commodity accounts and commodity contracts, and all “investment property” as defined in Article 8 and 9A of the UCC.

“Leases” means (i) all leases and use agreements of personal property entered into by Debtor as lessor with other persons as lessees, and all rights of Debtor under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against Debtor under the United States Bankruptcy Code; and (ii) all leases and use agreements of

{H0130649.1}

Southeastern Plateworks, L.L.C. – Debtor
THE SOUTHERN BANK COMPANY – Secured Party

personal property entered into by Debtor as lessee with other persons as lessor, and all rights, titles and interests of Debtor thereunder, including the leasehold interest of Debtor in such property and all options to purchase such property or to extend any such lease or agreement.

"Tangible Property" means all Equipment, Fixtures, Inventory, and other tangible personal property of Debtor.

{H0130649.1}

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Services@wolterskluwer.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 15498 - JPMORGAN CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	
48384506 DEDE	

File with: Secretary of State, DE

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 10:00 AM 06/10/2015
INITIAL FILING # 2015 2753068

SRV: 150957194

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

Southeastern Plateworks, LLC

OR

1b. INDIVIDUAL'S SURNAME

1c. MAILING ADDRESS

4466 Pinson Valley Parkway

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

CITY

STATE

AL 35215

POSTAL CODE

USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

2c. MAILING ADDRESS

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

CITY

STATE

IL 60606-3534

POSTAL CODE

USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

JPMorgan Chase Bank, N.A.

OR

3b. INDIVIDUAL'S SURNAME

3c. MAILING ADDRESS

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

CITY

STATE

IL 60606-3534

POSTAL CODE

USA

4. COLLATERAL: This financing statement covers the following collateral:

All accounts receivable which arise out of the sale of goods and services by the debtor (referred to as "Supplier") to MeadWestvaco Corporation, a Delaware corporation and/or its subsidiaries or affiliates (individually or collectively, "Buyer"), which accounts receivable are now or in the future assigned and sold by Supplier to the Investors party to the Receivables Purchase Agreement among Supplier, the Investors party thereto and the Investor Agent party thereto, as amended, modified or supplemented from time to time (each, a "Purchased Receivable"), but only from and after the date such Purchased Receivables are sold by Supplier to Investor, and all Ancillary Rights with respect to such Purchased Receivables.

"Ancillary Rights" shall mean, with respect to any Purchased Receivable, all contract rights arising from the sale of goods or the rendition of services which gave rise to such Purchased Receivable; all other obligations for the payment of money arising therefrom; all collateral, insurance, supporting obligations, and guarantees therefore; the rights to goods and property represented thereby or associated therewith; all rights and remedies against the Buyer and/or third parties obligated thereon or goods associated therewith; the books and records with respect thereto and the proceeds of any of the foregoing.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer

8. OPTIONAL FILER REFERENCE DATA: Bailee/Bailee Licensee/Licensor

48384506

0000022714

MeadWestvaco

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
GISELLA MELENDEZ 800-331-3282

B. E-MAIL CONTACT AT FILER (optional)
EFILING@WOLTERSKLUWER.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

F.O. BOX 29071
GLENDALE, CA 91209-9071
US

Delaware Department of State
U.C.C. Filing Section
Filed: 01:24 PM 11/24/2015
U.C.C. Initial Filing No: 2015 2753068
Amendment No: 20155588065
Service Request No: 20151063469

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20152753068

1b. This FINANCING STATEMENT AMENDMENT is to be filed (or recorded) in the REAL ESTATE RECORDS
File: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in Item 1c

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in Item 7c and name of Assignor in Item 9
For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:

Check one of these two boxes:

This Change affects Debtor or Secured Party of record

AND Check one of these three boxes to:

CHANGE name and/or address: Complete

Item 7a or 7b, and Item 7a or 7b and Item 7c

ADD name: Complete Item

7a or 7b, and Item 7c

DELETE name: Give record name

to be deleted in Item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate collateral:

ALL ACCOUNTS RECEIVABLE WHICH ARISE OUT OF THE SALE OF GOODS AND SERVICES BY THE DEBTOR (REFERRED TO AS "SUPPLIER") TO THE SUBSIDIARIES AND AFFILIATES OF WESTROCK COMPANY, A DELAWARE CORPORATION (INDIVIDUALLY OR COLLECTIVELY, "BUYER"), WHICH ACCOUNTS RECEIVABLE ARE NOW OR IN THE FUTURE ASSIGNED AND SOLD BY SUPPLIER TO THE INVESTORS PARTY TO THE RECEIVABLES PURCHASE AGREEMENT AMONG SUPPLIER, THE INVESTORS PARTY THERETO AND THE INVESTOR AGENT PARTY THERETO, AS AMENDED, MODIFIED OR SUPPLEMENTED FROM TIME TO TIME (EACH, A "PURCHASED RECEIVABLE"), BUT ONLY FROM AND AFTER THE DATE SUCH PURCHASED

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, N.A.

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
DE-0-51366605-50774280

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
20152753068

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A.

OR
12b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices – see instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME

OR
13b INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

RECEIVABLES ARE SOLD BY SUPPLIER TO INVESTOR, AND ALL ANCILLARY RIGHTS WITH RESPECT TO SUCH PURCHASED RECEIVABLES. "ANCILLARY RIGHTS" SHALL MEAN, WITH RESPECT TO ANY PURCHASED RECEIVABLE, ALL CONTRACT RIGHTS ARISING FROM THE SALE OF GOODS OR THE RENDITION OF SERVICES WHICH GAVE RISE TO SUCH PURCHASED RECEIVABLE; ALL OTHER OBLIGATIONS FOR THE PAYMENT OF MONEY ARISING THEREFROM; ALL COLLATERAL, INSURANCE, SUPPORTING OBLIGATIONS, AND GUARANTIES THEREFORE; THE RIGHTS TO GOODS AND PROPERTY REPRESENTED THEREBY OR ASSOCIATED THEREWITH; ALL RIGHTS AND REMEDIES AGAINST THE BUYER AND/OR THIRD PARTIES OBLIGATED THEREON OR GOODS ASSOCIATED THEREWITH; THE BOOKS AND RECORDS WITH RESPECT THERETO AND THE PROCEEDS OF ANY OF THE FOREGOING.

15. This FINANCING STATEMENT AMENDMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17
(if Debtor does not have a record interest):

17. Description of real estate:

18. MISCELLANEOUS:

UCC FINANCING STATEMENT AMENDMENT ADDITIONAL PARTY

FOLLOW INSTRUCTIONS

19. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
20152753068

20. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

20a. ORGANIZATION'S NAME
JPMORGAN CHASE BANK, N.A.

OR
20b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

21. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (21a or 21b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

21a. ORGANIZATION'S NAME

OR
21b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

21c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

22. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (22a or 22b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

22a. ORGANIZATION'S NAME

OR
22b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

22c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

23. ADDITIONAL DEBTOR'S NAME: Provide only one Debtor name (23a or 23b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

23a. ORGANIZATION'S NAME

OR
23b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

23c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

24. ADDITIONAL SECURED PARTY'S NAME OR ASSIGNOR SECURED PARTY'S NAME: Provide only one name (24a or 24b)

24a. ORGANIZATION'S NAME

OR
24b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

24c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

25. ADDITIONAL SECURED PARTY'S NAME OR ASSIGNOR SECURED PARTY'S NAME: Provide only one name (25a or 25b)

25a. ORGANIZATION'S NAME

OR
25b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

25c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

26. MISCELLANEOUS: